



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA

Vs.

C.A. No. 2009 CA 002397 B

ANDERSON FINANCIAL SERVICES, LLC

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

Chief Judge Lee F. Satterfield

Case Assigned to: Judge THOMAS J MOTLEY

Date: March 30, 2009

Initial Conference: 9:30 am, Friday, July 17, 2009

Location: Courtroom 112

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 105, 515 5th Street, N.W. (enter at Police Memorial Plaza entrance). Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Lee F. Satterfield

CA Form 1

Superior Court of the District of Columbia
CIVIL DIVISION

500 Indiana Avenue, N.W., Room JM-170
Washington, D.C. 20001 Telephone: 879-1133

District of Columbia

Plaintiff

vs.

Anderson Financial Services, LLC, d/b/a Loan Max

Defendant

Civil Action No. **0002397-09**

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon your exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government you have 60 days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Room JM 170 at 500 Indiana Avenue, N.W. between 9:00 am. and 4:00 pm., Mondays through Fridays or between 9:00 am. and 12:00 Noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Clerk of the Court

Paul T. Gallagher

Name of Plaintiff's Attorney

441 4th Street, N.W., Suite 650N

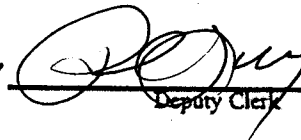
Address

Washington, DC 20001

(202) 727-5173

Telephone

By


Deputy Clerk

Date **March 30, 2009**

PUEDE OBTENERSE COPIAS DE ESTE FORMULARIO EN ESPANOL EN EL TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA, 500 INDIANA AVENUE, N.W., SALA JM 170

YOU MAY OBTAIN A COPY OF THIS FORM IN SPANISH AT THE SUPERIOR COURT OF D.C., 500 INDIANA AVENUE, N.W., ROOM JM 170

IMPORTANT: IF YOU FAIL TO SERVE AND FILE AN ANSWER WITHIN THE TIME
STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE
COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED
AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE
COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR
PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY
THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT *FAIL TO ANSWER
WITHIN THE REQUIRED TIME*

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact
one of the offices of the Legal Aid Society (628-1161) or the Neighborhood Legal Services (682-2700) for help
or come to Room JM 170 at 500 Indiana Avenue, N.W., for more information concerning where you may
ask for such help.

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA
a municipal corporation
441 4th Street, N.W.
Washington, D.C. 20001

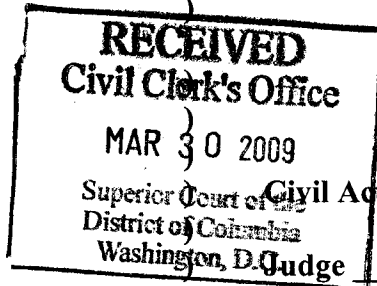
Plaintiff

v.

**ANDERSON FINANCIAL
SERVICES, LLC, d/b/a Loan Max**
an Idaho limited liability company
3440 Preston Ridge Road, Suite 500
Alpharetta, GA 30005-3823

Defendant

Serve: The Mayor of the District of
Columbia, through his delegated
Agent for service of process, the
D.C. Department of Consumer &
Regulatory Affairs'
Superintendent of Corporations



COMPLAINT

The Plaintiff, the District of Columbia, by and through its Attorney General, brings this action against Defendant Anderson Financial Services, LLC, d/b/a Loan Max ("Loan Max" or the "Defendant"), for the violations of D.C. law that are enumerated below. Loan Max is a nationwide company that has several locations in Northern Virginia and is in the business of making short-term loans that are secured by a borrower's car title. Although Loan Max may not actually contract with any of its customers in the District of Columbia, it advertises heavily in the District, especially

through commercials on local D.C. television and radio stations. Loan Max has made auto title loans to D.C. residents at exorbitant interest rates, in violation of D.C. usury laws that are specifically intended to prevent the type of loans that Loan Max is making to residents of the District of Columbia.

JURISDICTION

1. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code § 11-921 (2001), D.C. Code § 28-3909 (2001), and D.C. Code § 28-3301 (2001). This Court has personal jurisdiction over the Defendant pursuant to D.C. Code § 13-423(a) (2001).

PARTIES

2. Plaintiff, District of Columbia, a municipal corporation empowered to sue and be sued, brings this action pursuant to its authority under the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901 et seq. (2001), the District of Columbia Money Lender Licensing Act, D.C. Code § 26-901 et seq. (2001), the District of Columbia Interest and Usury Act, D.C. Code § 28-3301 et seq., and the District of Columbia Debt Collection Act, D.C. Code § 28-3814.

3. Defendant is an Idaho limited liability company with a principal place of business at 3440 Preston Ridge Road, Suite 500, Alpharetta, GA 30005-3823. Its managing member is Rod Aycox. Its Articles of Incorporation were issued by the Idaho Secretary of State on March 5, 1999.

4. Defendant advertises its services in the District of Columbia; solicits business in the District of Columbia; and transacts business with residents of the District

of Columbia, including placing security liens on motor vehicles registered, titled and taxed in the District of Columbia.

FACTS

5. Loan Max currently operates as a “title lender” out of at least two retail store locations in Virginia that are in the Washington, D.C. metropolitan area, including locations in Alexandria and Falls Church. Loan Max makes short-term loans to individual consumers for personal, family, household or other non-business purposes. These loans are secured by a motor vehicle title, which is left with Loan Max.

6. During the period of at least November 24, 2007 through the date of this complaint, Loan Max has solicited or advertised its title loan products and services in the District of Columbia, including, but not limited to, through commercials on several different radio and television stations in the Washington, D.C. metropolitan area. The television advertisements were viewable and the radio advertisements were audible by residents of the District of Columbia, and nowhere in the advertisements did the Defendant indicate that its services are not available to District of Columbia residents.

7. During the period of at least November 24, 2007 through the date of this complaint, Loan Max’s television and radio commercials promoted its auto title loan products to consumers by advising them that they could obtain cash with “no credit check” by bringing their car titles to Loan Max.

8. During the period of at least November 24, 2007 through the date of this complaint, Loan Max made loans to residents of the District of Columbia, which were secured by their District of Columbia motor vehicle titles.

9. During the period of at least November 24, 2007 through the date of this complaint, Loan Max required its District of Columbia title loan borrowers to execute a Motor Vehicle Equity Line of Credit Agreement ("MVELOC"). By executing the MVELOC, District of Columbia customers of Loan Max obligated themselves to repay, in addition to the principal amount loaned, a periodic interest or finance charge at an annual percentage rate in the range of three hundred percent (300%). In addition, the Defendant charged certain other fees, including an Annual Membership Fee and a Lien Fee for the amount that Loan Max is charged to record a lien on the consumer's title.

10. Under the terms of the MVELOC, a consumer would establish an account with the Defendant which would allow the consumer to take cash advances up to their credit limit. The consumer would receive a billing statement each month.

11. If the consumer repays his or her balance in full on or before the close of any monthly billing cycle they would avoid any finance charges that would otherwise accrue during that cycle. However, if the consumer does not repay his or her balance in full before the close of any monthly billing cycle, period finance charges accrue on the average daily balance on a daily basis.

12. If the entire principal balance, interest, and fees were not repaid by the District of Columbia consumer to Loan Max on or before the payment due date set forth in the MVELOC, the consumer would be in default according to the terms and conditions of the MVELOC.

13. If a District of Columbia consumer defaulted on repaying Loan Max the entire principal balance, interest, and fees by the payment due date set forth in the

MVELOC, the MVELOC provided that as a remedy Loan Max had the right to seek repossession of the consumer's motor vehicle, including within the District of Columbia.

14. On at least one occasion, when a District of Columbia consumer defaulted on repaying Loan Max the entire principal balance, interest, and fees by the payment due date set forth in the MVELOC, Loan Max, or an agent on its behalf, repossessed the consumer's motor vehicle within the District of Columbia.

15. When a District of Columbia consumer defaulted on repaying Loan Max the entire principal balance, interest, and fees by the payment due date set forth in the MVELOC, Loan Max, or an agent on Loan Max's behalf, engaged in debt collection practices against the consumer.

16. D.C. Code § 28-3901(a)(6) defines "trade practice" as:

Any act which does or would create, alter, repair, furnish, make available, provide information about, or directly or indirectly, solicit or offer for or effectuate, a sale, lease or transfer, of consumer goods or services.

17. The Defendant was at all times relevant hereto engaged in trade practices in the District of Columbia, to wit: advertising, soliciting, and offering money loans to District of Columbia consumers.

18. As a result of each of its transactions with a District of Columbia resident in which the interest rate charged exceeded 24% per annum, the Defendant has violated District of Columbia law.

19. Each District of Columbia resident who transacted business with the Defendant at an interest rate exceeding 24% per annum has been damaged as a result of the Defendant's violation of District of Columbia law.

20. The District of Columbia has an interest in preventing usurious transactions that harm both District of Columbia residents and property in which the District of Columbia has an interest. As such, in addition to enforcing its usury laws on behalf of those directly injured, the District of Columbia has a right to bring claims in its *parens patriae* capacity to protect the interests of District of Columbia residents generally.

CAUSES OF ACTION

INTEREST AND USURY

21. The Plaintiff realleges all preceding paragraphs and incorporates them as though fully set forth herein.

22. Unless exempt from its provisions, D.C. Code § 28-3301(a) prohibits any person from engaging in the business of making loans to individuals for personal, family, household or other non-business purposes in which the Defendant contracts for or receives any interest at a rate greater than 24% per annum.

23. Pursuant to D.C. Code § 28-3301(h), the provisions of D.C. Code § 28-3301(a) apply to consumer credit transactions occurring in the District of Columbia.

24. Pursuant to D.C. Code § 28-3301(h)(2), for purposes of D.C. Code § 28-3301(a), a consumer credit transaction occurs in the District of Columbia if a consumer who is a resident of the District of Columbia enters into the transaction with the creditor who has solicited or advertised in the District of Columbia by any means, including mail, brochure, telephone, print, radio, television, internet, or any other electronic means.

25. During the period of at least November 24, 2007 through the date of this complaint, Loan Max contracted for and received interest at a rate well in excess of 24%

per annum on loans extended to District of Columbia consumers for personal, family, household or other non-business purposes, in violation of D.C. Code § 28-3301(a).

26. D.C. Code § 28-3904(ff) makes it a violation of that chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to violate any provision of Chapter 33 of Title 28 of the D.C. Code.

27. By violating Chapter 33 of Title 28 of the D.C. Code, the Defendant has violated D.C. Code § 28-3904(ff).

28. Residents of the District of Columbia have been harmed as a result of the Defendant's violation of these laws.

LENDING MONEY ON SECURED ITEM WITHOUT REQUIRED LICENSE

29. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

30. Unless exempt from its provisions, D.C. Code § 26-901(a) prohibits any person from engaging in the District of Columbia in the business of loaning money upon which a rate of interest greater than 6% per annum is charged on any security of any kind, direct or collateral, tangible or intangible, without procuring a license.

31. During the period of at least November 24, 2007 through the date of this complaint, Loan Max engaged in the District of Columbia in the business of loaning money upon which a rate of interest greater than 6% per annum was charged on security, namely District of Columbia motor vehicle titles, without procuring a license from the District of Columbia Department of Insurance, Securities and Banking, in violation of D.C. Code § 26-901(a).

32. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

LENDING MONEY WITHOUT A MONEY LENDER'S LICENSE

33. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

34. D.C. Municipal Regulations § 16-201.1 provides that it shall be unlawful for any person to engage in the District of Columbia in the business of loaning money without first obtaining a money lender's license.

35. During the period of at least November 24, 2007 through the date of this complaint, Loan Max engaged in the District of Columbia in the business of loaning money without first obtaining a money lender's license from the District of Columbia Department of Insurance, Securities and Banking, in violation of D.C. Municipal Regulations § 16-201.1.

36. D.C. Code § 28-3904(dd) makes it a violation of that chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to violate any provision of Title 16 of the District of Columbia Municipal Regulations.

37. By violating D.C. Municipal Regulations § 16-201.1, the Defendant has violated D.C. Code § 28-3904(dd).

38. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

REPOSSESSION WITHOUT A LICENSE

39. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

40. D.C. Municipal Regulations § 16-208.1 provides that no person, except a licensee or the authorized agent of a licensee acting under or by virtue of a right or authority contained in the evidence of indebtedness of, or instrument of security for, a loan of money made by that licensee, shall repossess within the District of Columbia property which was accepted as collateral security for a loan of money.

41. During the period of at least November 24, 2007 through the date of this complaint, Loan Max was not in possession of a money lender's license from the District of Columbia Department of Insurance, Securities and Banking.

42. During the period of at least November 24, 2007 through the date of this complaint, Loan Max, or one of its agents acting on its behalf, repossessed within the District of Columbia property which was accepted as collateral security for a loan of money, namely a motor vehicle, in violation of D.C. Municipal Regulations § 16-208.1.

43. D.C. Code § 28-3904(dd) makes it a violation of that chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to violate any provision of Title 16 of the District of Columbia Municipal Regulations.

44. By violating D.C. Municipal Regulations § 16-208.1, the Defendant has violated D.C. Code § 28-3904(dd).

45. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

**REPOSSESSION WITHOUT HAVING FINGERPRINTS TAKEN BY THE D.C.
METROPOLITAN POLICE DEPARTMENT AND FILING THE SAME WITH
THE DIRECTOR OF THE D.C. DEPARTMENT OF CONSUMER AND
REGULATORY AFFAIRS**

46. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

47. D.C. Municipal Regulations § 16-208.2 provides that no person shall repossess, seize, or participate in any manner in the physical repossession or seizure of personal property offered as collateral security for a loan of money without first having three (3) sets of his or her fingerprints taken by the Metropolitan Police Department and filing the same with the Director or the Director's designee.

48. During the period of at least November 24, 2007 through the date of this complaint, Loan Max, or one of its agents on its behalf, repossessed, seized, or participated in the physical repossession or seizure of personal property, namely a motor vehicle, within the District of Columbia offered as collateral security by a District of Columbia consumer for a loan of money without first having three (3) sets of his or her fingerprints taken by the Metropolitan Police Department and filing the same with the Director of the D.C. Department of Consumer and Regulatory Affairs or the Director's designee, in violation of D.C. Municipal Regulations § 16-208.2.

49. D.C. Code § 28-3904(dd) makes it a violation of that chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to violate any provision of Title 16 of the District of Columbia Municipal Regulations.

50. By violating D.C. Municipal Regulations § 16-208.2, the Defendant has violated D.C. Code § 28-3904(dd).

51. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

DEBT COLLECTION

52. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

53. D.C. Code § 28-3814(d) prohibits any debt collector from unreasonably oppressing, harassing, or abusing any person in connection with the collection of or attempt to collect any claim alleged to be due and owing by that person or another.

54. On at least one occasion, Loan Max, acting as a debt collector, contacted a District of Columbia consumer, in connection with a claim, and used language that is intended to unreasonably abuse the consumer, or with intent to harass or threaten the consumer, in violation of D.C. Code § 28-3814(d).

55. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

HARASSMENT

56. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

57. D.C. Code § 28-3904(m) prohibits any person from harassing or threatening a consumer with any act other than legal process, either by telephone, cards, or letters.

58. On at least one occasion, Loan Max contacted a District of Columbia consumer and harassed or threatened such consumer with any act other than legal process, either by telephone, cards, or letters, in violation of D.C. Code § 28-3904(m).

59. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

LENDING MONEY BASED UPON UNCONSCIONABLE TERMS

60. The Plaintiff realleges paragraphs 1-20 and incorporates them as though fully set forth herein.

61. D.C. Code § 28-3904 makes it a violation of that chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to make or enforce unconscionable terms or provisions.

62. During the period of at least November 24, 2007 through the date of this complaint, Loan Max made and enforced unconscionable terms or provisions by contracting for and receiving interest at a rate well in excess of 24% per annum on loans extended to District of Columbia consumers for personal, family, household or other non-business purposes, in violation of D.C. Code § 28-3904.

63. The District of Columbia is entitled to civil penalties and attorney's fees for each such violation of District of Columbia law.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this Court enter an Order:

1. Pursuant to D.C. Code § 28-3909(a), issuing a permanent injunction enjoining the Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from violating any provision of D.C. Code § 28-3904;
2. Pursuant to D.C. Code § 28-3909(a), issuing a permanent injunction enjoining the Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from violating any provision of D.C. Code § 28-3814;
3. Pursuant to D.C. Code § 28-3909(a), ordering the Defendant to make full and complete restitution, and pay any additional damages, to each person injured by its deceptive acts or practices;
4. Pursuant to D.C. Code § 28-3909(b), ordering the Defendant to pay a civil penalty of not more than \$1,000 for each violation, reasonable attorney's fees and all costs for the prosecution and investigation of this action;
5. Pursuant to D.C. Code § 28-3313, ordering the Defendant to pay a fine of not more than \$1,000;
6. Pursuant to D.C. Code § 26-907(a), ordering the Defendant to pay a fine of not more than \$300, and to make full and complete restitution to each person for the value of property illegally obtained as a result of the violation;

7. Pursuant to D.C. Municipal Regulation § 16-211.1, ordering the Defendant to pay a fine of not more than \$300, and to make full and complete restitution to each person for the value of property illegally obtained as a result of the violation;

8. Pursuant to D.C. Code § 28-3814(j), ordering the Defendant to pay damages; and

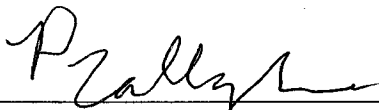
9. Granting such other and further relief as the Court deems equitable and proper.

Dated: March 30, 2009


Respectfully submitted,

PETER J. NICKLES
Attorney General for the District of Columbia

GEORGE C. VALENTINE
Deputy Attorney General
Civil Litigation Division

 (GT)

PAUL T. GALLAGHER (D.C. BAR # 0439701)
Chief, Public Advocacy Section



GARY M. TAN (Admitted in CT; D.C. Bar
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Attorneys for the District of Columbia